AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND ACCENTURE LLP

This Master Services Agreement (hereafter referred to as "MSA") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Accenture LLP (hereafter referred to as "Provider"). A&M System and Provider are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

A&M System and Provider hereby agree as follows:

1.   **SCOPE OF WORK**

Provider will work with the A&M System (hereafter referred to as "Member" or "Members") to provide services and deliverables ("Services") to assist with the implementation of full lifecycle technology solutions, with particular emphasis placed on financial systems, enterprise architecture, web development, and report delivery, on an as needed basis.   The Services included (but not limited to) in the scope of this MSA are listed in Exhibit A, attached hereto.

This MSA is not a contract to perform specific work but is intended to demonstrate the ability of A&M System to contract with the Provider for the Services outlined in Exhibit A. A&M System will negotiate a statement of work for any specific sub-project and execute an agreement or purchase order for the specific needs.

2.   **TERM OF THE AGREEMENT**

The initial term of this MSA shall begin upon final execution and will extend for five (5) years. This MSA can be extended for one additional five (5) year term upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the Provider.

3.   **PAYMENT TERMS**

A.   A&M System shall not pay any costs or fees as a direct result of this MSA. For services rendered as a result of this MSA, A&M System and Provider shall negotiate costs and payment terms with each sub-project awarded on each respective statement of work.

B.   A&M System will issue a purchase order referencing this MSA for each sub-project Statement of Work ("SOW") awarded to Provider.

4.   **DEFAULT AND TERMINATION**

A.   For Cause: In the event of substantial failure by Provider to perform in accordance with the terms hereof, A&M System may terminate this MSA upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior by the end of the thirty-day period), provided that said failure is through no fault of A&M System.

B.   For Convenience: Either Party may terminate this MSA at any time upon thirty (30) days prior notice to the other Party.

C.   Termination of this MSA for either of the reasons stated above shall not terminate any then-existing sub project specific agreement or purchase order. Refer to Section 8.M for survivability of terms beyond termination of this MSA.

D. Termination of any sub-project specific agreement or purchase order shall not terminate this MSA.

5. PUBLIC INFORMATION

A. Provider acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MSA, as well as any other disclosure of information required by applicable Texas law.

B. Upon A&M System's written request, Provider will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of A&M System.

C. Provider acknowledges that A&M System may be required to post a copy of the fully executed MSA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this MSA and the Provider agrees that the MSA can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit B, attached hereto.

8. Intellectual Property. Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including patents, copyright, trade secrets and other proprietary rights ("**IP**") which were existing prior to each SOW, as well as its know-how and any IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services, in each case including any modifications or derivatives (collectively "**Pre-Existing IP**"). Provider grants to A&M System and its Members a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and license to use Provider's Pre-Existing IP embedded in deliverables for purposes of A&M System's use, receipt and enjoyment of the Services only, and not on a stand-alone basis. Excluding Pre-existing IP and third-party materials the deliverables, the parties agree that A&M System shall own all other right title and interest to the deliverables provided hereunder.

Provider may, to the extent consistent with the terms of this Agreement and applicable law, independently develop for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, provided they do not contain A&M System Data.

9. A&M System Data. The A&M System shall retain all right, title, and interest in and to all information, data or other content that the A&M System or its Members or users enter, submit or upload to Services (collectively, the "**A&M System Data**").

A. Provider shall hold A&M System Data, including without limitation, any information contained in the A&M System Data that alone or in conjunction with other information identifies an individual

("**Personal Information**"), in confidence. Provider shall only use or disclose A&M System Data for the purpose of fulfilling Provider's obligations under this Agreement, as required by law, or as otherwise authorized in writing by the A&M System. Provider shall restrict disclosure of A&M System Data solely to those employees, subcontractors or agents of Provider that have a need to access A&M System Data in order for Provider to perform its obligations under this Agreement. Provider shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Provider in this Agreement.

B.   Provider must promptly notify the A&M System of any legal request for A&M System Data from a third party and take (and assist the A&M System in taking) appropriate steps not to disclose such A&M System Data.

C.   Provider shall, within two (2) business days of discovery, report to the A&M System any use or disclosure of A&M System Data not authorized by this Agreement or in writing by A&M System. Provider's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure. Provider shall provide such other information, including a written report, as reasonably requested by the A&M System.

D.   If and only to the extent that the E.U. General Data Protection Regulation 2016/679 ("GDPR") applies to the processing (as defined in GDPR) of Personal Information under this Agreement, the Parties acknowledge and agree that: (i) Provider is acting as a Data Processor (as defined in GDPR) for A&M System (ii) the Parties shall comply with GDPR with respect to the processing of any such personal data under this Agreement; and (iii) the Parties shall enter into a data processing agreement that complies with the requirements of GDPR.

Within thirty (30) days of the expiration or termination of this Agreement, Provider, as directed by the A&M System, shall return all A&M System Data to the A&M System in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M System Data if return is not feasible. Provider shall provide the A&M System with at least ten (10) days' written notice of Provider's intent to delete such A&M System Data, and shall confirm such deletion in writing.

10.   **MISCELLANEOUS**

A.   **Indemnification** Provider agrees to indemnify and hold harmless A&M System from any third-party claim, damage, liability, expense or loss to the extent arising out of Provider's negligence or willful errors or omissions under this MSA. A&M System shall promptly notify Provider in writing of the third-party claim of which it becomes aware.

Limitation of liability. To the extent authorized by the laws and Constitution of the State of Texas, (a) the liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the minimum required insurance coverage limits provided in Exhibit B. Notwithstanding the foregoing, the limitation of liability relating to a Party's obligations with respect to losses arising from a breach of its obligations (i) with respect to Personal Information (ii) with respect to any additional data requirements or safeguards specified in the applicable SOW, or (ii) with respect to compliance with Data Protection laws, shall not exceed in the aggregate an amount equal to the minimum cyber liability insurance coverage limits provided in Exhibit B (b) in no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or

otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, revenue, business, opportunity or anticipated savings, and (c) except as otherwise provided, nothing in this section excludes or limits either Party's liability to the other for: (i) fraud or willful misconduct, (ii) death or bodily injury, and (iii) any liability which cannot lawfully be excluded or limited.

B.   **Independent Contractor.** Provider is an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.

C.   **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Warranties. Provider warrants that (i) it has the full right, power, and authority to grant the rights and licenses to A&M System hereunder, (ii) its Services do not infringe upon or violate any copyright, patent, trademark or other proprietary or intellectual property rights of any third party, (iii) its Services will be performed in a good and workmanlike manner, in accordance with the Agreement, and that the Services and deliverables will materially conform to the description in the relevant SOW. Provider will re-perform any work not in compliance with this warranty brought to its attention within 90 days after the work has been performed and (iv) Except as otherwise provided herein, all warranties, terms, conditions and representations, express or implied, are excluded.

D.   **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this MSA may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

E.   **Previous Employment.** Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this MSA, Provider certifies that Section 2252.901, *Texas Government Code,* does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

F.   **Not Eligible for Rehire.** Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this MSA.

G. **Franchise Tax Certification.** If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

H. **State Auditor's Office.** Provider understands that acceptance of funds under this MSA constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.   Provider will include this provision in all contracts with permitted subcontractors.

I. **Entire Agreement.** This MSA constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this MSA. This MSA may not be amended or otherwise altered except upon the written agreement of both parties.

J. **Severability.** If any provisions of this MSA are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this MSA, as modified, enforceable, and the remainder of this MSA and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this MSA and shall not be used to construe it.

L. **Non-Assignment.** Neither Party shall assign its rights nor delegate its duties under this MSA without the prior written consent of A&M System.

M. **Survivability.** The Provider's duties and obligations under this MSA, sub-project specific agreement and/or purchase order, which impose an obligation after expiration or termination of this MSA, will survive unless otherwise stated within the sub-project specific agreement and/or purchase order.

N. **HUB Subcontracting Plan.** The HUB Subcontracting Plan (HSP) submitted by Provider and attached shall be part of the terms of this MSA. If awarded a sub-project as a result of this MSA, the Provider will be required to complete and submit a revised HSP specific to the scope of that sub-project. The revised HSP must be reviewed for approval by the A&M System HUB Program office prior to final award and issuance of a sub-project agreement or purchase order.

Upon issuance of a sub-project agreement or purchase order, PROVIDER shall maintain business records documenting its compliance with the approved HSP and will submit a Progress Assessment Report (PAR) to the A&M System HUB Program office via e-mail to the following address: soprocurement@tamus.edu.   Payment requests submitted will not be processed without prior approval of the PAR.

Questions regarding these HSP requirement shall be directed to Jeff Zimmermann at soprocurement@tamus.edu or 979-458-6410.

O.   **Force Majeure.** Neither party will be in breach of its obligations under this MSA or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or

the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this MSA.

P. **Loss of Funding.** Performance by a Member under this MSA and any sub-project specific agreement or purchase order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the A&M System may issue written notice to Provider and may terminate any sub-project specific agreement or purchase order without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of A&M System.

Q. **Governing Law.** The validity of this MSA and all matters pertaining to this MSA, including but not limited to, matters of performance, non-performance*,* breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

R. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.

S. **Non-Waiver.** Provider expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this MSA will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

T. **Conflict of Interest.** By executing this MSA, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this MSA, or in the services to which this MSA relates, or in any of the profits, real or potential, thereof.

U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this MSA, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. Provider

acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.

V.   **Certification Regarding Business with Certain Countries and Organizations.**   Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

W.   **Prohibition on Contracts Related to Persons Involved in Human Trafficking**. Under Section 2155.0061, Government Code, the Provider certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

X.   **Records Retention.**   Provider will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MSA for the duration of the MSA and for seven years after the conclusion of the MSA.

Y.   **COVID-19 Vaccine Passport Prohibition.** Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.

Z.   **Dealings with Public Servants Affirmation.** Provider has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MSA.

AA.   **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency , Provider certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.

BB.   **Firearm Entities and Trade Associations Discrimination.**   Provider verifies that: (1) it does not, and will not for the duration of the MSA, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the MSA. If circumstances relevant to this provision change during the course of the contract, Provider shall promptly notify A&M System.

CC.   **Energy Company Boycotts.**   Provider represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

DD.   **Ownership of Documents.** Upon completion or termination of this MSA, all documents prepared by the Provider for the benefit of the A&M System shall become the property of the A&M System. At the A&M System's option, such documents will be delivered to the A&M System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Provider.

EE.   **Electronic and Information Resources.** If determined to be applicable by A&M System, Provider shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards")

by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the "EIR") or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. A&M System may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Provider should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Provider shall, in a timely manner and at no cost to A&M System, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

FF. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Provider shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at https://cyber-standards.tamus.edu, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. Provider shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.

GG. **Cloud Computing Services.** As of the Effective Date, Provider represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, Provider shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this MSA. Provider shall provide A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System request and at least thirty (30) days prior to the start of any renewal term of this MSA.

HH. **Cyber Security Training.** Provider represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

II. **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

JJ. **Notices.** Any notice required or permitted under this MSA must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. A&M System and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
                     301 Tarrow St., Suite 273
                     College Station, Texas 77840
                     Attention: Jeff Zimmermann
                     Phone: (979) 458-6410
                     Fax: (979) 458-6250
                     E-mail: jzimmermann@tamus.edu

Provider: Accenture LLP

323 Congress Ave; Suite 150
Austin, TX 78701
Attention: Rob Cohan
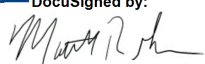Phone: 512-732-5619
Email: Robert.Cohan@accenture.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this MSA as of the Effective Date.

The Texas A&M University System

By_____   _____

    Jeff Zimmermann   Date

    Director, Procurement & Business Services

Accenture LLP

By_____   _____

    Matthew Green   Date

    Texas Education Client Account Lead

EXHIBIT A – SCOPE

1. **Background**

A&M System Financial Systems Modernization and Reporting Modernization Projects

The A&M System is currently executing a project to modernize its legacy financial system, FAMIS, and related applications and integrations. The current phase of the project will result in the FAMIS application running on Windows as a 3270/Telnet application.

FAMIS is a full-featured financial system with core financial records, A/P, A/R, purchasing, and fixed assets among its modules. Some aspects of FAMIS are available on the web via an A&M System application called Canopy. FAMIS is integrated with a number of other software packages, including Workday, JAGGAER, CORE, and Concur, State of Texas systems such as USAS, and A&M System applications such as Maestro, Time & Effort, Insurance Billing, and Position Budgeting.

The financial system is also integrated with the A&M System's Enterprise Data Warehouse, which supplements FAMIS' internal reporting capabilities.

Concurrent with the FAMIS modernization project, the A&M System is investing in reporting modernization and is developing plans to implement new reporting architectures, report writing tools, and report delivery platforms. The current deployment of the Enterprise Data Warehouse and SAP Business Intelligence platform will be strengthened to manage anticipated usage levels after the replatformed version of FAMIS is online. Additionally reporting modernization will seek to build and deploy a data catalog and data governance framework.

2. **Background – Current Tool Stack**

Today, FAMIS runs on an IBM z/OS mainframe in SoftwareAG's Natural/Adabas environment. The modernization project will move FAMIS to Windows and shift the technology stack to the Microsoft stack, including C#, SQL Server, and PowerShell. The Windows version of FAMIS will rely on the Anubex Natural run-time environment, which provides its user interface and data access providers.

NOTE: The projects that may result from this MSA are solely concerned with the Windows version of FAMIS. All projects resulting from this MSA pertain to the modernized technology stack. No mainframe services are being sought.

After conversion, FAMIS will run on premises on A&M System hardware, both physical and virtual. This includes the online application servers, the batch job servers, and the SQL Servers. BMC's Control-M software will be the job scheduling software in use in this environment.

Canopy, FAMIS' web front end, is an ASP.NET WebForms application. Canopy is currently being updated for compatibility with the Windows version of FAMIS. While newer than FAMIS, Canopy's code base is also considered legacy and this scope includes Canopy modernization.

FAMIS provides several web service application programming interfaces (APIs) using ASP.NET and SOAP. These APIs need to be modernized as well. The A&M System has licensed Dell's Boomi platform as a partial solution to this need.

The Enterprise Data Warehouse runs on a SQL server relational database and uses BusinessObjects as a front end. BusinessObjects will continue to be used alongside the new reporting platforms for the foreseeable future.

One other notable tool in the FAMIS architecture is GoAnywhere's managed file transfer (MFT) product.

3. **Sub-project Service Needs and Process**

The A&M System expects to need assistance from outside service providers to execute multiple sub-projects during the next phase of the financial modernization project. Such sub-projects will be initiated by the A&M System by providing one or more of the Providers within the awarded pool of Providers with a project business case and statement of work (SOW).

The Provider will respond by submitting a proposed Scope, Schedule, and Cost estimate. The estimate shall include all resources and costs related to delivery of the sub-project and shall include named personnel resources with hourly rate per human resource.

The Provider will include a sub-project relevant curriculum vitae for each proposed team member.

Project schedules that exceed three months will include monthly milestone check points or sprint retrospectives. Authorization must be granted by A&M System stakeholders prior to continuing past each milestone or moving requirements to subsequent sprints.

Sections 4 and 5 below list a subset of work elements for which the A&M System is likely to require services during the term defined by this MSA. We anticipate bundling some or all of these elements and other requirements not listed below into sub-projects for execution by Provider.

NOTE: Subject to Section 8 of the Agreement, all deliverables developed by the Provider and paid for by the A&M System become the sole property of A&M System, without restriction or additional consideration.

4.   Business Intelligence Development and Services

This section documents anticipated service needs for the data warehouse and reporting areas.

4.1   Business Intelligence Architecture
      4.1.1   Technology stack selection and implementation including on premises and cloud infrastructure, reporting frameworks, and related components
      4.1.2   Azure and Power BI services including Data Factory, Azure Data Lake, and Azure Synapse design and implementation
      4.1.3   SQL Server development services including TSQL stored procedures, SSIS integration packages, and SSAS cube development
      4.1.4   Provide services supporting on premises/cloud infrastructure on the full data life cycle including extraction, staging, transformation, curation, quality assurance and testing
      4.1.5   Operational support of deployed solutions including technical and end user support
      4.1.6   Design and implement a proprietary security framework designed to secure the data at all layers of the business intelligence landscape

4.2   Data Governance Services
      4.2.1   Provide business services to support initiatives related to managing a large data catalog
      4.2.2   Establish a Data Governance Framework
      4.2.3   Develop Data Standards and Policies
      4.2.4   Develop a Business and Technical Data Glossary

4.3   Data Provisioning Services
Utilizing industry standards and best practices, enable a data provisioning infrastructure accessible throughout the A&M System enterprise.

4.4   Business Analysis and Project Management
      4.4.1   Provide expertise to gather and synthesize requirements from the A&M System's user community to define the required reporting functionality
      4.4.2   Project management resources to ensure requirements and timelines are met

4.5   Workday Reporting and Prism Development Services

4.5.1 Develop custom reports using Workday Report Writer™ following the A&M System development standards

4.5.2 Develop Workday Prism™ Data Sets following the A&M System development standards

4.6 SAP BusinessObjects Business Intelligence Services

4.6.1 Administrative Support

4.6.1.1 Architect and implement an SAP Business Intelligence Suite infrastructure

4.6.1.2 Upgrade current BusinessObjects deployment to current release (4.2 to 4.3 upgrade)

4.6.1.3 Design and implement user authentication to SAP Business Intelligence

4.6.1.4 Migrate UNV to UNX universes including supporting report refactoring

4.6.1.5 Migrate current security to a new security model based on ActiveDirectory

4.6.2 Business Services and Report Development

4.6.2.1 Meet with stakeholders to gather business requirements for high-value reports and dashboards

4.6.2.2 Use SAP Business Intelligence Platform tools, primarily Web Intelligence, to write fit for purpose reports to meet business needs

5   Application Development and Services

This section documents anticipated service needs for the custom application and integration areas.

5.1 Full Stack Web Application Development for FAMIS and related application ecosystem

5.1.1 Design the application architecture for the FAMIS 3270/Canopy replacement application, including:

5.1.1.1 Application architecture, including high availability/redundancy, scalability, and failover, as well as on premises/cloud decisions

5.1.1.2 Technology stack selection and implementation, including responsive web app frameworks and related components, .NET libraries, data access tooling, build/deploy tooling, health monitoring, etc.

5.1.1.3 Coding patterns and standards, specifically defining the internal development methodology for the project

5.1.2 Low code platform:

5.1.2.1 Assist in the selection of a low code platform suitable for certain elements of the overall application

5.1.2.2 Implementation of the selected platform and identified solution elements

5.1.3 Business analysis and project management:

5.1.3.1 Provide expertise to gather and synthesize requirements from user community to define the application's required and desired functionality

5.1.3.2 Project management resources to ensure requirements and timelines are met

5.1.4 Full lifecycle implementation services, providing resources in every phase of development, testing, deployment, and (initial) post-go live operations and support

5.1.5 Software testing:

5.1.5.1 Automated test execution:

5.1.5.2 Application components (e.g., test-driven development/unit testing)

5.1.5.3 Application user interface testing (Selenium or similar)

5.1.6 Application test planning and execution:

5.1.6.1 System testing

5.1.6.2 Integration testing

5.1.6.3 User acceptance testing

5.2 Full Stack Web Application Development to Modernize Other A&M System Applications

5.2.1   Re-implement and enhance existing applications such as Single Sign On (SSO), TrainTraq, Time & Effort, and others using the architecture, design patterns, requirements gathering, testing, and implementation processes discussed above

5.3   Workday Integrations Resources

5.3.1   Define requirements for the creation of new Workday integrations and modification/enhancements of existing Workday integrations with internal and external partners of the A&M System

5.3.2   Perform Workday integration development to meet specifications

5.3.3   Perform unit, system, and integration testing of delivered integrations

5.3.4   Provide operational support of deployed solutions including technical support and troubleshooting

EXHIBIT B – INSURANCE

Provider shall obtain and maintain, for the duration of this MSA or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this MSA. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.   Provider is not relieved of any liability or other obligations assumed pursuant to this MSA by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System, from Provider, at least thirty days before the effective date of the cancellation.

Insurance:

Coverage	Limit

A. **Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

C. **Commercial General Liability**

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

The required commercial general liability policy will be issued on a form that insures Provider's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this MSA

D. **Professional Liability (Errors & Omissions) & Cyber Liability**
Professional Liability insurance with a minimum limit of two million dollars ($2,000,000) per claim and in the aggregate, addressing network security and privacy liability. Such coverage shall address

Accenture's liability in the performance of services under the contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and, (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e);

Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this MSA. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this MSA.

E. Umbrella Liability Insurance $10,000,000 Limit

F. Provider will deliver to A&M System:

Evidence of insurance on an ACORD certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this MSA and prior to the performance of any services by Provider under this MSA. Additional evidence of insurance will be provided on an ACORD certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Provider. Commercial General Liability and Business Auto Liability will provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies, *with the exception of professional liability,* will provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System, from Provider, at least thirty days before the effective date of the cancellation.

Provider is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance as required by this MSA will be emailed to the following A&M System contact in SOProcurement@tamus.edu.

The insurance coverage required by this MSA will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.